

Exhibit

FEDERAL RESERVE BANK of NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

B

September 27, 2010

Ms. Stephanie Harris
P.O. Box 190540
Miami Beach, Florida 33119

Dear Ms. Harris:

This letter is in response to your complaint against Deutsche Bank Trust Company Americas (Deutsche). As we understand your complaint, you state that your home has been erroneously foreclosed on and request a loan modification. We contacted Deutsche on your behalf and would like to report our findings.

In connection with our inquiry, Deutsche informs us that the mortgage loan for the property referenced in your complaint at 1525 Lenox Ave., Miami Beach, FL 33139 is being serviced by Residential Funding Company, LLC (Residential). LaSalle Bank National Association (LaSalle) is the Trustee pursuant to a Pooling and Servicing Agreement, for the RAAC Series 2007-SP3 Trust, a securitization trust which includes the mortgage loan in question.

Deutsche indicates that it has been incorrectly identified as the Trustee in this case and has since notified Residential of this issue so that it may correct this error as soon as possible. As further background, Deutsche states that it has no involvement with the RAAC Series 2007-SP3 Trust and therefore the aforementioned mortgage loan. Furthermore, LaSalle's parent company was acquired by Bank of America in 2008.

Please note that since LaSalle Bank National Association is subject to the supervisory jurisdiction of the Office of the Comptroller of the Currency, we are unable to investigate the issues you raise. Therefore, you should contact the agency at:

Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010
Tel: 1-800-613-6743
Fax: 713-336-4301
HelpWithMyBank.gov

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S. §695.16

FOR VALUE RECEIVED, on or before July 03, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC., ("Assignor") whose address is _____ assigned, transferred and conveyed to: DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE, ("Assignee") whose address is 1100 Virginia Drive, Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated February 21, 2007 and recorded March 16, 2007 in Official Records Book 25456 at Page 2337 of the public records of DADE County, Florida, encumbering the following-described real property:

CONDOMINIUM UNIT NO. 2, OF LINCOLN MEWS CONDOMINIUM, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 21772 AT PAGE 2818, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): STEPHANIE HARRIS

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on July 18, 2008.

Heather Reinhardt
Witness
Typed Name Heather Reinhardt

Lina Wellbank
Witness
Typed Name Lina Wellbank

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC.

By: _____
Typed Name: Jeffrey Stephan
Title: Vice President

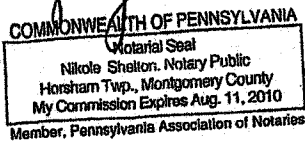
Attest: Kristine Wilson
Typed Name: Kristine Wilson
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF PA
COUNTY OF Montgomery County

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kristine Wilson as VP and Asst Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC. this 18 day of July, 2008.

Nicole Shelton
Notary Public:
My commission expires:



Recording requested by, prepared by and return to:

FILE NUMBER: F08056655

DOC_ID: M001100

F08056655

M001100

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

IN RE:

Stephanie Harris

Debtor(s).

CASE NO. 10-11746-AJC
CHAPTER 7

AFFIDAVIT OF CUSTODIAN OF ORIGINAL NOTE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, this day personally appeared Rubina K. Shaldjian, "Affiant," who, upon being duly sworn,
deposes on personal knowledge and says:

1. I am an Attorney for Florida Default Law Group P.L..
2. That Florida Default Law Group, P.L., represents DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE in Foreclosure Case 08-40534 CA10 and in the instant bankruptcy case.
3. Florida Default Law Group, P.L. is the current document custodian of the original Note in the
instant bankruptcy case.

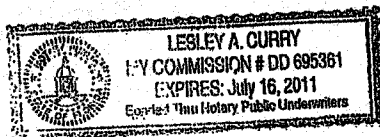
FURTHER AFFIANT SAYETH NOT.

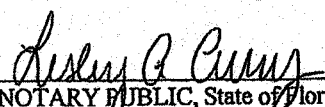


Affiant

Rubina K. Shaldjian
Print or Type Name

The foregoing instrument was sworn to and subscribed before me this 15th day of July, 2010, by
Rubina K. Shaldjian, who is personally known to me.





NOTARY PUBLIC, State of Florida
My commission expires: _____

B10008564

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

IN RE:
Stephanie Harris
Debtor(s).

CASE NO. 10-11746-AJC
CHAPTER 7

EX PARTE MOTION TO FILE DOCUMENTS UNDER SEAL

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE FOR RAMP 2007SP3, (hereinafter "Deutsche Bank"), its successors and/or assigns, files this *Ex Parte* Motion to File Documents Under Seal pursuant to 11 U.S.C. § 107(b) and Local Rule 5003-1(D) and states as follows:

1. On June 7, 2010, Deutsche Bank filed a Motion for Relief from Stay for the property located at 1525 Lenox Ave, Unit 2. (D.E. 44). Prior to the expiration of the negative notice period, Debtor, through counsel, filed a Response to Deutsche Bank's Motion. (D.E. 21).
2. In order to resolve the Debtor's Objection, Deutsche Bank filed an Amended Motion for Relief from Stay on July 16, 2010.
3. Deutsche Bank has attached a Power of Attorney to the Affidavit of Amounts Due and Owing (Exhibit B of the Amended Motion). Deutsche Bank now seeks to submit a copy of the Servicing Agreement which, combined with the Power of Attorney, shows that GMAC is authorized to sign the Affidavit on its behalf.
4. The Servicing Agreement is not a public document. It contains private, confidential, and commercial information. Under 11 U.S.C. § 107(b), Deutsche Bank is entitled to have such a document filed under seal for in camera review.
5. In order to protect Deutsche Bank's privacy and provide the Court with the

Record & Return To:
GMAC ResCap
One Meridian Crossings, Suite 100
Minneapolis, MN 55423
ATTN: Lisa Magnuson

Limited Power of Attorney

Return Document To: US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117
Prepared by: Peggy Jordan, US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117

KNOW ALL MEN BY THESE PRESENTS,

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Company, LLC, acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 1761 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders pursuant to certain Pooling and Servicing Agreements, specified on Exhibit A hereto (the "Agreements") (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Company, LLC is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and otherwise conforms to the terms of the applicable Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
4. With respect to a Mortgage or Deed of Trust, the Foreclosure, the taking of a deed in lieu of Foreclosure, or the completion of judicial or non-judicial Foreclosure or termination, cancellation or rescission of any such Foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. Statements of breach or non-performance;
 - c. Notices of default;

- d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title of real estate owned.
 6. The completion of loan assumption agreements.
 7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
 8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
 9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property."

The undersigned gives said Attorney-in Fact full Power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Master Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas except as specifically provided for herein. If the Master Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, then the Master Servicer shall promptly forward a copy of same to the Trustee.

The Master Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all third party liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Master Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

This limited power of attorney is not intended to extend the powers granted to the Master Servicer under the Agreements or to allow the Master Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless and instrument of revocation has been made in writing by the undersigned.

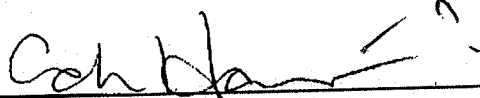
IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this _____ day of SEP 9 2006 .

Deutsche Bank Trust Company Americas,
formerly known as Bankers Trust Company,
as Trustee

By: 

John Serrano, Vice President

Acknowledged and Agreed
Residential Funding Company, LLC



Cassandra Harrow, Vice President

STATE OF California)

COUNTY OF Orange) SS

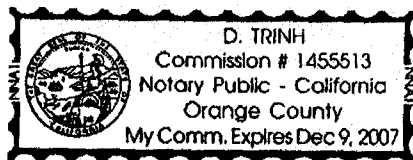
On SEP 9 2006 before me, D. TRINH personally appeared John Serrano, Vice President. Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

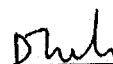
CAPACITY CLAIMED BY SIGNER

Individual _____ Attorney-in Fact _____ Other: _____
XXX Corporate Officers _____ XXX Trustee(s) _____

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal




D. TRINH

My Commission (Expires)(Is): DEC 09 2007